

**[\$Par Amount]  
Marin Emergency Radio Authority  
2010 Refunding Revenue Bonds  
(Marin Public Safety and Emergency Radio System)**

\_\_\_\_\_, 2010

**BOND PURCHASE AGREEMENT**

Marin Emergency Radio Authority  
95 Rowland Way  
Novato, CA 94945

Ladies and Gentlemen:

The undersigned (the “Underwriter”) offers to enter into this Bond Purchase Agreement with the Marin Emergency Radio Authority (the “Authority”), which, upon the acceptance hereof by the Authority, will be binding upon the Authority and the Underwriter. This offer is made subject to the written acceptance of this Bond Purchase Agreement by the Authority and the delivery of such acceptance to the Underwriter at or prior to 11:59 p.m., Pacific time, on the date hereof.

1. Sale of the Bonds. Upon the terms and conditions and upon the basis of the representations and warranties hereinafter set forth, the Underwriter hereby agrees to purchase from the Authority for limited reoffering to the public, and the Authority hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the \$[Par Amount] aggregate principal amount of the Authority’s 2010 Refunding Revenue Bonds (Marin Public Safety and Emergency Radio System) (the “Bonds”). The purchase price of the Bonds shall be \$\_\_\_\_\_ (representing the par amount of the Bonds, plus an original issue premium of \$\_\_\_\_\_ and less an Underwriter’s discount of \$\_\_\_\_\_).

2. Terms of the Bonds. The Preliminary Official Statement with respect to the Bonds, dated January \_\_, 2010 (the “Preliminary Official Statement”), as amended to conform to the terms of this Bond Purchase Agreement, and with such changes and amendments as are mutually agreed to by the Authority and the Underwriter, including the cover page, the appendices and all information incorporated therein by reference, is herein collectively referred to as the “Official Statement.” The terms of the Bonds shall be as set forth in Exhibit A hereto and as further described in the Official Statement and shall be issued under and pursuant to the Indenture of Trust, dated as of February 1, 2010 (the “Indenture”), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”). Capitalized terms used herein unless otherwise defined herein shall have the meanings given to such terms in the Indenture.

The Bonds are being issued for the purposes described in the Official Statement, including the refunding of the Authority’s \$26,940,000 1999 Revenue Bonds, currently outstanding in the aggregate principal amount of \$19,035,000.

3. Public Offering of the Bonds. The Underwriter agrees to make a bona fide public offering of all the Bonds at not in excess of the respective initial public offering prices to be set forth on the cover page of the Official Statement, plus interest accrued on the Bonds from their date. The Underwriter reserves the right to change such initial offering prices as the Underwriter shall deem necessary in connection with the marketing of the Bonds and to offer and sell the Bonds to certain dealers and others at prices lower than the initial offering prices set forth on the cover page of the Official Statement. The Underwriter also reserves the right to (i) over allot or effect transactions which stabilize or maintain the market prices of the Bonds at levels above those which might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time.

4. Legal Documents. The Authority hereby authorizes the use by the Underwriter of the Indenture, the Operating Agreement (as defined below), the Authority Continuing Disclosure Agreement (as defined below) and the Official Statement, and any supplements or amendments thereto, and the information contained in each of such documents, in connection with the public offering and sale of the Bonds. The Authority consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Bonds.

The County of Marin (the “County”) and twenty-four local agencies located in the County (collectively, the “Participants”) entered into a Joint Powers Agreement, dated February 28, 1998 (the “JPA Agreement”).

The Authority and each Participant will enter into the Restated Project Operating Agreement, dated February 1, 2010 (the “Operating Agreement”), which provides for the payment of Service Payments by the Participants. The Authority and the Trustee will enter into a Disclosure Agreement, dated as of February 1, 2010 (the “Authority Continuing Disclosure Agreement”).

The Authority authorized the issuance of the Bonds and execution of the Indenture, the Operating Agreement and Official Statement pursuant to a Resolution adopted January \_\_\_, 2010 (the “Authority Resolution”).

The Authority will deliver to the Underwriter, within seven business days after the date of this Bond Purchase Agreement and in sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter, copies of the Official Statement in final form (including all documents incorporated by reference therein) and any amendment or supplement thereto in such quantities as the Underwriter may reasonably request in order to comply with the obligations of the Underwriter pursuant to the rules of the Municipal Securities Rulemaking Board (the “MSRB”). The Underwriter hereby agrees that it will provide, consistent with the requirements of MSRB Rule G-32, for the delivery of a copy of the final Official Statement to each customer who purchases any Bonds during the underwriting period (as such term is defined in MSRB Rule G-11), and to deliver a copy of the Official Statement to a nationally recognized municipal securities information repository, which as of the date hereof, is the MSRB through its Electronic Municipal Market Access (“EMMA”) system, on or before the Closing Date, and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-

32 and 17 CFR Section 240.15c2-12, promulgated by the Securities and Exchange Commission (“Rule 15c2-12”).

5. Delivery of Bonds and Closing. At 8:00 a.m., California time, on February \_\_\_\_, 2010 or at such other time or on such other business day as shall have been mutually agreed upon by the Authority and the Underwriter (the “Closing Date”), the Authority will deliver to the Underwriter at the office of The Depository Trust Company (“DTC”) in New York, New York, or at such other place as the Authority and the Underwriter may mutually agree upon, the Bonds in fully registered book-entry form in denominations of \$5,000, duly executed and registered in the name of Cede & Co., as nominee of DTC, and subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Bonds by wire transfer payable in Federal funds at the office of Nossaman LLP (“Bond Counsel”), Irvine, California, or such other place as shall have been mutually agreed upon by the Authority and the Underwriter. Such delivery of and payment for the Bonds is referred to herein as the “Closing.” The Bonds shall be made available for inspection by DTC at least one business day before the Closing.

6. Representations, Warranties and Covenants of the Authority. The Authority represents, warrants and covenants to the Underwriter that:

(a) The Authority is a joint powers authority under Chapter 5 of Division 7 of Title 1 of the California Government Code, duly organized and validly existing under and by virtue of the Constitution and the laws of the State of California.

(b) The Authority has the legal right and power to issue and deliver the Bonds and to execute and deliver, and to perform its obligations under, the Indenture, the Operating Agreement, the Authority Continuing Disclosure Agreement and this Bond Purchase Agreement (collectively, the “Authority Documents”). The Authority has duly authorized the issuance and delivery of the Bonds and the execution and delivery of, and performance of its obligations under, the Authority Documents and as of the date hereof such authorizations are in full force and effect and have not been amended, modified or rescinded. When executed and delivered by the respective parties thereto, the Authority Documents will constitute legal, valid and binding obligations of the Authority in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws and the application of equitable principles relating to or affecting creditors’ rights generally. The Authority has complied, and will at the Closing be in compliance in all respects, with its obligations under the Authority Documents.

(c) The Bonds are special limited obligations of the Authority and are payable, as to principal, premium (if any), and interest thereon, from a pledge of and first lien on the Revenues and certain other funds held under the Indenture.

(d) The Official Statement is true and correct in all material respects, and the Official Statement does not contain any misstatement of any material fact and does not omit any statement necessary to make the statements, in the light of the circumstances in which such statements were made, not misleading.

(e) The Authority covenants with the Underwriter that for 90 days after the Closing Date (the “Delivery Period”), if any event occurs which might or would cause the information in the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Authority shall notify the Underwriter thereof, and if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority will cooperate with the Underwriter in the preparation of an amendment or supplement to the Official Statement, in a form and in a manner approved by the Underwriter.

(f) The Authority will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without consultation with the Underwriter. The Authority will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental entity prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds.

(g) If the Official Statement is supplemented or amended, the information in the Official Statement as so supplemented or amended, as of the date of such supplement or amendment, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(h) The Authority is not in breach of or in default under any applicable constitutional provision, law or administrative rule or regulation of the State of California or the United States, or any applicable judgment, decree, consent or other agreement to which the Authority is a party, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any of the foregoing.

(i) The authorization, execution and delivery by the Authority of the Authority Documents, and compliance by the Authority with the provisions thereof, do not and will not conflict with or constitute a breach of or default by the Authority under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, consent or other agreement to which it is bound or by which its properties may be affected.

(j) All authorizations, consents or approvals of, or filings or registrations with, any governmental entity or court necessary for the valid issuance of the Bonds and valid execution and delivery of the Authority Documents, and performance by the Authority of its obligations under the Authority Documents, will have been duly obtained or made prior to the issuance of the Bonds (and disclosed to the Underwriter). No further authorization, consent or approval of, or filing or registration with, any governmental entity or court is, or under existing requirements of law will be, necessary for the valid execution and delivery of, or performance by the Authority of its obligations under, the Authority Documents, other than any authorization, consent, approval, filing or

registration as may be required under the Blue Sky or securities laws of any state in connection with the offering, sale or issuance of the Bonds.

(k) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best knowledge of the Authority, threatened other than as described in the Official Statement, (i) in any way questioning the existence of the Authority or the titles of the officers of the Authority to their respective offices; (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the Authority Documents or the consummation of the transactions contemplated thereby, or contesting the exclusion of the interest on the Bonds from taxation or contesting the powers of the Authority to assign and pledge the Service Payments; (iii) which may result in any material adverse change relating to the Authority; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) Any certificate signed by any official or other representative of the Authority and delivered to the Underwriter pursuant to this Bond Purchase Agreement shall be deemed a representation and warranty by the Authority to the Underwriter as to the truth of the statements therein made.

(m) The Authority has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the Authority is an issuer whose arbitrage certificates may not be relied upon.

(n) Other than as contemplated by the Official Statement, between the date of this Bond Purchase Agreement and the Closing Date the Authority will not, without the prior written consent of the Underwriter, offer or issue any certificates, bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Revenues.

7. Closing Conditions. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations, warranties and covenants of the Authority contained herein, and the performance by the Authority of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriter's obligations under this Bond Purchase Agreement are and shall also be subject to the following conditions:

(a) The representations and warranties of the Authority contained herein shall be true, complete and correct in all material respects on the date hereof and at and as of the Closing Date, as if made at and as of the Closing Date, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects at the Closing Date; the

Authority shall be in compliance with each of the agreements made by it in this Bond Purchase Agreement (unless such agreements are waived by the Underwriter); and there shall not have occurred an adverse change in the financial position, results of operations or financial condition of any of the Participants which materially adversely affects the ability of a Participant to pay Service Payments when due or otherwise perform any of its obligations under the Operating Agreement.

(b) At the time of the Closing, the Indenture, the Operating Agreement and this Bond Purchase Agreement shall be in full force and effect, and shall not have been amended, modified or supplemented in any material respect from the forms of such documents which have been provided to the Underwriter as of the date hereof (except as may be agreed to by the Underwriter); all actions which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby shall have been duly taken and shall be in full force and effect; and the Authority and the Participants shall perform or shall have performed their obligations required under or specified in this Bond Purchase Agreement to be performed at or prior to the Closing.

(c) At the time of the Closing, the Official Statement (as amended and supplemented) shall be true and correct in all material respects, and shall not omit any statement or information necessary to make the statements therein, in the light of circumstances under which they were made, not misleading.

(d) Except as disclosed in the Official Statement, no decision, ruling or finding shall have been entered by any court or governmental entity since the date of this Bond Purchase Agreement (and not reversed on appeal or otherwise set aside) which in the reasonable opinion of the Underwriter materially adversely affects the market for the Bonds.

(a) (i) No default by the Authority shall have occurred and be continuing in the payment of the principal of or premium, if any, or interest on any bond, note or other evidence of indebtedness issued by the Authority or any Participant, respectively, and (ii) no bankruptcy, insolvency or other similar proceeding in respect of the Authority or any Participant shall be pending nor, to the knowledge of the Authority or any Participant, contemplated.

(f) The Underwriter may terminate this Bond Purchase Agreement by notification to the Authority if at any time after the date hereof and prior to the Closing Date:

(i) legislation shall have been enacted by the United States or the State of California or shall have been reported out of committee or be pending in committee, or a decision shall have been rendered by a court of the United States or the Tax Court of the United States, or a ruling shall have been made or a regulation, proposed regulation or a temporary regulation shall have been published in the Federal Register or any other release or announcement shall have been made by the Treasury Department of the United States or the Internal Revenue Service, with respect to Federal or California taxation upon revenues or

other income or payments of the general character to be derived by the Authority or upon interest received on obligations of the general character of the Bonds, which in the reasonable opinion of the Underwriter materially adversely affects the market for the Bonds; or

(ii) the United States shall have become engaged in hostilities or an escalation of hostilities which have resulted in a declaration of war, or a national emergency, or the President of the United States of America shall have committed the armed forces of the United States of America to combat so as to adversely affect the financial markets in the United States of America and in the reasonable opinion of the Underwriter materially adversely affects the market for the Bonds; or

(iii) there shall have occurred a general suspension of trading on the New York Stock Exchange, or a general banking moratorium shall have been declared by Federal, California or New York authorities having jurisdiction and being in force; or

(iv) there shall have occurred an adverse change in the financial position, results of operations or financial condition of the Authority or any Participant which in the reasonable opinion of the Underwriter materially adversely affects the market for the Bonds; or

(v) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by, any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State or any court of the United States shall be rendered which, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Bonds; or

(vi) legislation shall be enacted by the Congress of the United States, or decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or Official Statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect; or

(vii) additional material restrictions not in force as of the date hereof shall have imposed upon trading in securities generally by any governmental agency or by any national securities exchange, which restrictions materially

adversely affect the ability of underwriters to trade obligations of the general character of the Bonds; or

(viii) any rating of the Bonds shall have been downgraded, suspended or withdrawn by a national rating service, which, in the Underwriter's reasonable opinion, materially adversely affects the marketability or market price of the Bonds; or

(ix) the commencement of any action, suit or proceeding which, in the judgment of the Underwriter, materially adversely affects the market price of the Bonds; or

(x) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes any statement or information contained in the Official Statement, as of its date, untrue in any material respect, or has the effect that the Official Statement, as of its date, contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (for the purposes of this paragraph, prior to the printing of the final Official Statement, the references to the Official Statement in this paragraph shall be deemed to be references to the Preliminary Official Statement).

(g) At or prior to the Closing, the Underwriter shall receive the following documents:

(i) Bond Counsel Opinion. The opinion of Bond Counsel, dated the Closing Date, in substantially the form included in the Official Statement as Appendix F, addressed to the Authority (together with a reliance letter addressed to the Underwriter).

(ii) Supplemental Opinion. A supplemental opinion of Bond Counsel, in form and substance satisfactory to the Underwriter, dated the Closing Date, addressed to the Underwriter and the Authority, to the effect that:

(A) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Indenture is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended;

(B) the statements and information in the Official Statement on the cover page and under the captions "INTRODUCTION," "THE BONDS," "SECURITY FOR THE BONDS," "TAX MATTERS," "APPENDIX E – SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS" AND "APPENDIX F – FORM OF BOND COUNSEL OPINION," to the extent they purport to summarize certain provisions of the Indenture, the Operating Agreement



and the Bonds and the opinion of such counsel, present an accurate summary of such provisions and such opinion in all material respects;

(C) the Indenture, the Operating Agreement and this Bond Purchase Agreement have been duly authorized, executed and delivered by the Authority, and, assuming due authorization, execution and delivery by the other parties thereto, the Indenture, the Operating Agreement and this Bond Purchase Agreement constitute the legal, valid and binding agreements of the Authority enforceable in accordance with their terms, subject to laws relating to bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought; and

(D) assuming due authorization, execution and delivery by the Participants, the Operating Agreement constitutes the legal, valid and binding agreement of the Participants, enforceable in accordance with its terms, subject to laws relating to bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought.

(iii) Opinion of Authority Counsel. An opinion of counsel to the Authority in form and substance satisfactory to the Underwriter dated the Closing Date, addressed to the Underwriter, to the effect that:

(A) the Authority is a joint powers authority under Chapter 5 of Division 7 of Title 1 of the California Government Code duly organized and validly existing under and by virtue of the JPA Agreement and the laws of the State of California;

(B) the Authority has full legal power and lawful authority to enter into the Authority Documents;

(C) the resolution of the Authority approving and authorizing the execution and delivery of the Authority Documents and approving the Official Statement (the "Authority Resolution") was duly adopted at a meeting of the governing board of the Authority which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Authority Resolution is in full force and effect and has not been modified, amended or rescinded;

(D) the Official Statement has been duly approved and the Authority Documents have been duly authorized, executed and delivered by the Authority and, assuming due authorization, execution and delivery by the other parties thereto, such documents constitute the legal, valid and binding agreements of the Authority enforceable in accordance with their terms, subject to laws relating to bankruptcy, insolvency or other laws

affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought;

(E) the execution and delivery by the Authority of the Authority Documents, and compliance by the Authority with the provisions of the foregoing, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute a breach of or default under any law, administrative regulation, court decree, resolution or agreement to which the Authority is subject to or by which it is bound;

(F) except as set forth in the Official Statement, to the best knowledge of such counsel after reasonable investigation there is no action, suit, proceeding or investigation of a material nature at law or in equity before or by any court, public board or body, pending or threatened against or affecting the Authority or the Project, to restrain or enjoin the issuance of the Bonds or in any way contesting or affecting the validity of the Authority Documents;

(G) to the best knowledge of such counsel, the information in the Official Statement concerning the Authority and the Project (excluding therefrom financial statements and other statistical data included in the Official Statement, as to which no view need be expressed) does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(H) no authorization, approval, consent or other order of the State or any governmental agency within the State of California having jurisdiction over the Authority is required for the valid authorization, execution and delivery by the Authority of the Authority Documents, which has not already been obtained as of the Closing Date.

(iv) Closing Certificate of Authority. A certificate from the Authority in form and substance satisfactory to the Underwriter, dated the Closing Date, to the effect that the representations and warranties of the Authority contained in this Bond Purchase Agreement are true and correct on and as of the Closing Date with the same effect as if made on the Closing Date.

(v) Closing Certificates of Certain Participants. Certificates from the County of Marin, the City of Novato and the City of San Rafael in form and substance satisfactory to the Underwriter, dated the Closing Date, to the effect that:

(A) The Participant is a public agency, duly organized and validly existing under and by virtue of the Constitution and the laws of the State of California;

(B) The Participant has the legal right and power to execute and deliver, and to perform its obligations under the Operating Agreement. The Participant has duly approved the Official Statement and duly authorized the execution and delivery of, and performance of its obligations under, the Operating Agreement and such authorizations are in full force and effect and have not been amended, modified or rescinded. The Operating Agreement has been duly executed and delivered by the Participant. The Participant has complied, and will at the Closing be in compliance in all respects, with its obligations under the Operating Agreement;

(C) The information in the Official Statement concerning the Participant is true and correct in all material respects, and the information in the Official Statement concerning the Participant does not contain any misstatement of any material fact and does not omit any statement necessary to make the statements, in the light of the circumstances in which such statements were made, not misleading;

(D) The Participant is not in breach of or in default under any applicable constitutional provision, law or administrative rule or regulation of the State of California or the United States, or any applicable judgment, decree, consent or other agreement to which the Participant is a party, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any of the foregoing;

(E) The authorization, execution and delivery by the Participant of the Operating Agreement, and compliance by the Participant with the provisions thereof, do not and will not conflict with or constitute a breach of or default by the Participant under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, consent or other agreement to which it is bound or by which its properties may be affected;

(F) All authorizations, consents or approvals of, or filings or registrations with, any governmental entity or court necessary for the valid issuance of, and performance by the Participant of its obligations under, the Operating Agreement will have been duly obtained or made prior to the issuance of the Bonds (and disclosed to the Underwriter). No further authorization, consent or approval of, or filing or registration with, any governmental entity or court is, or under existing requirements of law will be, necessary for the valid execution and delivery of, or performance by the Participant of its obligations under, the Operating Agreement, other

than any authorization, consent, approval, filing or registration as may be required under the Blue Sky or securities laws of any state in connection with the offering, sale or issuance of the Bonds;

(G) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best knowledge of the Participant, threatened (i) in any way questioning the existence of the Participant or the titles of the officers of the Participant to their respective offices; (ii) in any way contesting or affecting the validity of the Operating Agreement or the consummation of the transactions contemplated thereby, (iii) which may result in any material adverse change relating to the finances or operations of the Participant; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(H) The financial statements of, and other financial information regarding, the Participant contained in the Official Statement fairly present the financial position and results of the operations of the Participant as of the dates and for the periods therein set forth, and (i) the audited financial statements of the Participant attached to the Official Statement have been prepared in accordance with generally accepted accounting principles consistently applied and (ii) the other financial information contained in the Official Statement concerning the Participant has been compiled and presented on a basis substantially consistent with that of the Participant's audited financial statements included in the Official Statement.

(vi) the opinion of Hawkins Delafield & Wood LLP, San Francisco, California, Disclosure Counsel, dated the date of Closing and addressed to the Authority and the Underwriter, to the effect that (a) the Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended; and (b) based upon their participation in the preparation of the Official Statement and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement, nothing has come to their attention which would cause them to believe that the Official Statement (excluding therefrom the information relating to DTC and the book-entry system and the financial statements and the statistical data included in the Official Statement, and Appendices C, D, E, F, G and H thereto, as to which no opinion need be expressed), as of the date thereof and the Closing Date, contained any untrue statement of a material fact or omitted to state a material fact

required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(vii) Finality Certificates. Certificates, dated the date of the Preliminary Official Statement, from the Authority, the County of Marin, the City of Novato and the City of San Rafael, deeming the Preliminary Official Statement final.

(viii) Certificate of Trustee. A certificate, dated the Closing Date, signed by a duly authorized officer of the Trustee, to the effect that (i) the Trustee is a national banking association, duly organized and validly existing and in good standing under the laws of the United States, having full power and being qualified to enter, accept and administer the trust created under the Indenture, (ii) all approvals, consents and orders of any governmental authority or agency having jurisdiction in the matter that would constitute a condition precedent to the performance by the Trustee of its duties and obligations under the Indenture have been obtained and are in full force and effect, and (iii) the acceptance of the duties and obligations of the Trustee under the Indenture, and the consummation of the transactions on the part of the Trustee contemplated therein, and the compliance by the Trustee with the terms, conditions and provisions of such document do not contravene any provisions of applicable law of regulation or any order or decree, writ or injunction of the Articles of Incorporation or Bylaws of the Trustee, and, to the best of such officer's knowledge, will not require the consent under, or result in a breach of or default under, any resolution, agreement or other instrument to which the Trustee is a party or by which it may be bound.

(ix) Opinion of Counsel to Trustee. An opinion of counsel to the Trustee, dated the Closing Date, addressed to the Underwriter and the Authority, to the effect that (i) the Trustee is duly organized and validly existing under the laws of the United States of America, having full power and being qualified to enter into, accept and agree to the provisions of the Indenture and (ii) the Indenture has been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery by the other respective parties thereto, constitutes the valid and binding obligations of the Trustee enforceable in accordance with its terms, subject to laws relating to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, to the application of equitable principles and to the exercise of judicial discretion in appropriate cases.

(x) Resolutions. A certified copy of the Authority Resolution, each Participant Resolution and a Resolution of the Trustee authorizing the execution and delivery of the Indenture.

(xi) Legal Documents. Two copies each of the Indenture, the Operating Agreement and the Official Statement, duly executed and delivered by the respective parties thereto.

(xii) JPA Agreement and Filing. A certified copy of the JPA Agreement, duly executed and delivered by the parties thereto, and evidence of the filing of a notice pursuant to Section 6503.5 of the California Government Code.

(xiii) Tax Certificate. Tax Certificates of the Authority and each Participant, in form satisfactory to Bond Counsel.

(xiv) Rating. Evidence that the ratings on the Bonds described in the Official Statement are in full force and effect on the Closing Date.

(xv) Other Items Requested by Underwriter or Bond Counsel. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence compliance by the Authority and each Participant with legal requirements, the accuracy, as of the time of Closing, of the representations of the Authority contained herein and the due performance or satisfaction by the Authority and each Participant at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Authority and each Participant.

If the Authority and each Participant shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Bond Purchase Agreement, and such condition is not waived by the Underwriter, or if the Underwriter's obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and the Authority and the Underwriter shall have no further obligation hereunder.

8. Attorneys' Fees and Expenses. In the event the Underwriter suffers any losses, claims, damages or liabilities, joint or several, resulting from any untrue statement of a material fact regarding the Authority (but excluding any statement made by or relating to the individual Participants) or the Project contained in the Official Statement or any amendment thereof or supplement thereto, or the omission by the Authority to state therein a material fact regarding the Authority (but excluding any statement made by or relating to the individual Participants) necessary to make the statements therein not misleading, then the Underwriter shall be entitled, but only in the event it receives a judgment against the Authority as a result of a lawsuit filed by the Underwriter against the Authority in order to recover the reasonable amount of such losses, claims, damages or liabilities, to reasonable attorneys' fees and expenses incurred by the Underwriter in connection with such lawsuit. If, however, the Underwriter is unsuccessful in obtaining a judgment in such a lawsuit, the Authority shall be entitled to recover from the Underwriter reasonable attorneys' fees and expenses incurred by the Authority in connection with such lawsuit.

9. Expenses. The Underwriter shall be under no obligation to pay, and the Authority shall pay, any expenses incident to the performance of the obligations of the Authority hereunder including, but not limited to: (a) the cost of preparation, printing and distribution of the Indenture and the Operating Agreement and printing, reproduction, printing and distribution costs relating to the Preliminary Official Statement, the Official Statement and any supplements or

amendments thereto; (b) the cost of preparation of the Bonds; (c) the fees and disbursements of Bond Counsel, Disclosure Counsel and Counsel to the Authority; (d) the fees and disbursements of the Trustee; and (e) the fees of the rating agencies.

The Underwriter shall pay fees, if any, payable to the California Debt and Investment Advisory Commission in connection with the issuance of the Bonds and all other expenses incurred by the Underwriter in connection with the offering of the Bonds.

10. Notices. Any notice or other communication to be given to the Authority under this Bond Purchase Agreement may be given by delivering the same in writing to the Marin Emergency Radio Authority, 95 Rowland Way, Novato, California 94945, Attn: Executive Officer and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to Stone & Youngberg LLC, One Ferry Building, Suite 275, San Francisco, California 94111, Attn: Scott Sollers, Managing Director.

11. California Law to Govern. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed within such state.

12. Facsimile and Counterpart Signatures. This Bond Purchase Agreement may be executed by the parties hereto by facsimile transmission and in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

*[Remainder of Page Intentionally Left Blank]*

13. Entire Agreement and Beneficiaries. This Bond Purchase Agreement when accepted by the Authority in writing shall constitute the entire agreement among the Authority and the Underwriter and is made solely for the benefit of the Authority and the Underwriter (including the successors or assigns of the Underwriter). No other person shall acquire or have any right hereunder or by virtue hereof.

Very Truly Yours,

STONE & YOUNGBERG LLC

By: \_\_\_\_\_  
Scott Sollers  
Managing Director

ACCEPTED:

MARIN EMERGENCY RADIO  
AUTHORITY

By: \_\_\_\_\_  
Maureen Cassingham  
Executive Officer



**EXHIBIT A**

<b>Maturity Date (August 15)</b>	<b><u>Principal Amount</u></b>	<b><u>Interest Rate</u></b>	<b><u>Price/Yield</u></b>
2010			
2011			
2012			
2013			
2014			
2015			
2016			
2018			
2021			